

**COUNTY TO COUNTY  
GIS DATA EXCHANGE AGREEMENT**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of June, 2007 by and between Martin County and Orange County (hereinafter sometimes referred to as "Party" or "Parties").

WHEREAS, Martin County and Orange County agree to exchange certain described Geographical Information System Data (hereinafter referred to as "GIS Data").

NOW, THEREFORE, the parties agree to the following terms and conditions concerning the exchange of GIS Data:

- 1. Description of GIS Data to be exchanged.** Martin County and Orange County agree to share GIS Data as mutually identified and agreed to between the Parties. This may include any layers and/or features that each Party currently makes available to the general public at a government office, a public website, or by way of a Data Sharing Agreement.
  - 2. Sensitive Information.** Should the Parties mutually agree to exchange GIS Data that is considered sensitive and not available to the general public, this sensitive GIS Data shall be identified as such, and the Parties agree to take reasonable steps to ensure that sensitive GIS Data is protected and not disclosed to unauthorized persons or entities.
  - 3. Cost of Data Exchange.** It is agreed that any cost entailed in the sharing of the GIS data between the parties shall be born respectively by each Party.
  - 4. Ownership Rights of GIS Data.** This Agreement does not in any way change the ownership rights of the GIS Data being shared.
  - 5. Indemnification and Hold Harmless.** The Parties agree to indemnify and hold harmless each other and their respective officers and employees from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected with the performance of any of the duties and responsibilities by the parties under this Agreement. Each party agrees there are no warranties or representations with regards to the accuracy of the GIS Data that is being supplied by the other Party.
- THE GIS DATA INCLUDED IN THIS AGREEMENT IS EXCHANGED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FORT FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
- 6. Independent Entities.** The relationship between the Parties is that of independent entities. No joint venture, franchise, partnership, employment agreement, or agency is created hereunder. Nothing herein shall be construed to grant to either Party the right or authority to create any obligation, expressed or implied, on behalf of the other Party.
  - 7. Restriction on Use, Sale, or Distribution of GIS Data.** The GIS Data exchanged under this Agreement shall not be used, sold, or distributed to any other entity without the express written permission of the Party that owns that particular GIS Data.

**8. General Terms:**

**8.1 Entire Agreement.** This Agreement represents the entire agreement between the Parties.

**8.2 Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

**8.3 Severability.** In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

**8.4 Amendments.** This Agreement may be amended or modified only by the mutual written agreement of all of the Parties to this Agreement.


**8.5 Notices.** All notices shall be made in writing, and shall be deemed duly given if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended Party as set forth in the Signature Page of this Agreement.

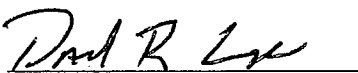
**9. Agreement Term and Renewal.** This Agreement shall be in full force and effect upon the signing of all of the Parties hereto, and shall remain in effect through the end of the calendar year in which the Agreement is signed. This Agreement shall automatically renew for succeeding calendar year terms unless either Party delivers a written Notice of Intent to Not Renew to the other Party at least 60 days prior to the automatic renewal date of this Agreement.


SIGNATURE PAGE:

IN WITNESS WHEREOF, each Party acknowledges that it has had the opportunity to fully review this Agreement and agrees to the terms included herein.


MARTIN COUNTY  
COMMISSIONERS


Signature:   
Name: MICHAEL D. DANT  
Title: PRESIDENT OF COMMISSIONERS


Signature:   
Name: Paul R. George  
Title: Commissioner

Signature:   
Name: Tony Dant  
Title: Sheriff

ORANGE COUNTY  
COMMISSIONERS

Signature:   
Name: JAMES L. SPRINGER  
Title: Pres. Commissioners

Signature:   
Name: Donald R. Crockett  
Title: Commissioner

Signature:   
Name: Thomas A. Lamb  
Title: Commissioner

## COUNTY TO COUNTY GIS DATA EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of JUNE, 2007 by and between Martin County and Greene County (hereinafter sometimes referred to as "Party" or "Parties").

WHEREAS, Martin County and Greene County agree to exchange certain described Geographical Information System Data (hereinafter referred to as "GIS Data").

NOW, THEREFORE, the parties agree to the following terms and conditions concerning the exchange of GIS Data:

- 1. Description of GIS Data to be exchanged.** Martin County and Greene County agree to share GIS Data as mutually identified and agreed to between the Parties. This may include any layers and/or features that each Party currently makes available to the general public at a government office, a public website, or by way of a Data Sharing Agreement.
  - 2. Sensitive Information.** Should the Parties mutually agree to exchange GIS Data that is considered sensitive and not available to the general public, this sensitive GIS Data shall be identified as such, and the Parties agree to take reasonable steps to ensure that sensitive GIS Data is protected and not disclosed to unauthorized persons or entities.
  - 3. Cost of Data Exchange.** It is agreed that any cost entailed in the sharing of the GIS data between the parties shall be born respectively by each Party.
  - 4. Ownership Rights of GIS Data.** This Agreement does not in any way change the ownership rights of the GIS Data being shared.
  - 5. Indemnification and Hold Harmless.** The Parties agree to indemnify and hold harmless each other and their respective officers and employees from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected with the performance of any of the duties and responsibilities by the parties under this Agreement. Each party agrees there are no warranties or representations with regards to the accuracy of the GIS Data that is being supplied by the other Party.
- THE GIS DATA INCLUDED IN THIS AGREEMENT IS EXCHANGED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FORT FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
- 6. Independent Entities.** The relationship between the Parties is that of independent entities. No joint venture, franchise, partnership, employment agreement, or agency is created hereunder. Nothing herein shall be construed to grant to either Party the right or authority to create any obligation, expressed or implied, on behalf of the other Party.
  - 7. Restriction on Use, Sale, or Distribution of GIS Data.** The GIS Data exchanged under this Agreement shall not be used, sold, or distributed to any other entity without the express written permission of the Party that owns that particular GIS Data.

**8. General Terms:**

**8.1 Entire Agreement.** This Agreement represents the entire agreement between the Parties.

**8.2 Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

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**SIGNATURE PAGE:**

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**MARTIN COUNTY  
COMMISSIONERS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*

MICHAEL D. DAWT

PRESIDENT OF COMMISSIONERS

**GREENE COUNTY  
COMMISSIONERS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*

BART A. B

COMM

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*

Paul R George

Commissioner

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*

LARRY D. HASLER

Commissioner

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*

Tony Dant

Sheriff

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*

KATHLEEN M CROUCH

COMMISSIONER

## COUNTY TO COUNTY GIS DATA EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of May, 2007 by and between Martin County and Lawrence County (hereinafter sometimes referred to as "Party" or "Parties").

WHEREAS, Martin County and Lawrence County agree to exchange certain described Geographical Information System Data (hereinafter referred to as "GIS Data").

NOW, THEREFORE, the parties agree to the following terms and conditions concerning the exchange of GIS Data:

- 1. Description of GIS Data to be exchanged.** Martin County and Lawrence County agree to share GIS Data as mutually identified and agreed to between the Parties. This may include any layers and/or features that each Party currently makes available to the general public at a government office, a public website, or by way of a Data Sharing Agreement.
  - 2. Sensitive Information.** Should the Parties mutually agree to exchange GIS Data that is considered sensitive and not available to the general public, this sensitive GIS Data shall be identified as such, and the Parties agree to take reasonable steps to ensure that sensitive GIS Data is protected and not disclosed to unauthorized persons or entities.
  - 3. Cost of Data Exchange.** It is agreed that any cost entailed in the sharing of the GIS data between the parties shall be born respectively by each Party.
  - 4. Ownership Rights of GIS Data.** This Agreement does not in any way change the ownership rights of the GIS Data being shared.
  - 5. Indemnification and Hold Harmless.** The Parties agree to indemnify and hold harmless each other and their respective officers and employees from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected with the performance of any of the duties and responsibilities by the parties under this Agreement. Each party agrees there are no warranties or representations with regards to the accuracy of the GIS Data that is being supplied by the other Party.
- THE GIS DATA INCLUDED IN THIS AGREEMENT IS EXCHANGED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FORT FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
- 6. Independent Entities.** The relationship between the Parties is that of independent entities. No joint venture, franchise, partnership, employment agreement, or agency is created hereunder. Nothing herein shall be construed to grant to either Party the right or authority to create any obligation, expressed or implied, on behalf of the other Party.
  - 7. Restriction on Use, Sale, or Distribution of GIS Data.** The GIS Data exchanged under this Agreement shall not be used, sold, or distributed to any other entity without the express written permission of the Party that owns that particular GIS Data.

**8. General Terms:**

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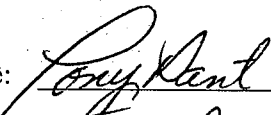
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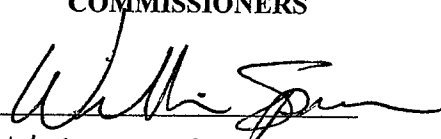
MARTIN COUNTY  
COMMISSIONERS

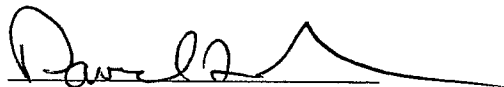
Signature:   
Name: MICHAEL D. DANT  
Title: PRESIDENT OF COMMISSIONERS

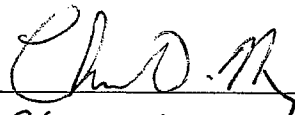
Signature:   
Name: Paul R. George  
Title: Commissioner

Signature:   
Name: Tony Dant  
Title: Sheriff

LAWRENCE COUNTY  
COMMISSIONERS

Signature:   
Name: William Speen  
Title: President of Co. Commissioners

Signature:   
Name: DAVID FLINN  
Title: Commissioner

Signature:   
Name: Chris May  
Title: Commissioner